

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Leda Reed, as the Personal
Representative of the Estate
of Anthony Demone Clark-Reed,

Hon. Linda Parker
Case No. 18-10427

Plaintiff,

-vs-

THE CITY OF DETROIT, a Michigan
Municipal Corporation, OFFICER
TRACY MORENO, OFFICER
ROBIN CARVER, OFFICER ERIC CARTHAN,
in their Official capacities and individually,
Jointly & Severally,

Defendants.

Herbert A. Sanders (P43031)	CRYSTAL B. Olmstead (P69202)
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AFFIDAVIT OF SHAQUANDRA BARBEE

NOW COMES, witness, Shaquandra Barbee, deposes and states as follows:

1. I am over the age of 18 and I am otherwise able to testify accurately and truthfully.

Exhibit 13

2. I was the owner of the red 2006 Dodge Charger driven by decedent Anthony Demone Clark-Reed on the night of March 30, 2015.
3. On or around February 19, 2015, I had the windows of the 2006 Dodge Charger tinted by Dr. Tinto, excluding the windshield.
4. I asked that Dr. Tinto tint my windows in compliance with the law as it relates to window tinting in Michigan.
5. My 2006 Dodge Charger had a legal after-factory tint that was less than the 35% required by law as evident by the receipt. See *receipt attached*.
6. If called upon to do so at trial, I will testify to the aforementioned affirmations based upon my personal knowledge.

I DECLARE THAT THE STATEMENTS ABOVE ARE TRUE TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

Date:
9/10/19

Shaquandra Barbee

Shaquandra Barbee

KIMBERLY TOWNSEND
Notary Public, State of Michigan
County of Wayne
My Commission Expires 07-27-2024
Acting in the County of Livonia



Dr. Tinto

Window Tinting & Automotive Accessories
11900 Middlebelt Rd, Suite E
Livonia, MI 48150
734-421-2176

Window Tinting / Automotive / Residential / Commercial / Plasti-Dip / Remote Starts / Alarms / Accessories / Lighting Upgrades

Name Shequandria Barber Date 2/19/15
Address 1155 Clarkst Apt 3F Make Dodge
City Del Norte State MT Zip 48209 Model Charger Year 2004
Home# Cell# 313-404-8660 Email Shequanb22@gmail.com

Notes:

Subtotal	11.77	8/69
Shop	\$5.77	
Tax		
Total	11.77	11.77

Check Charge Cash

- 1) DR. TINTO shall not be liable for injuries, loss or damages, direct or consequential, other than those enumerated above, arising out of the use of the product.
 - 2) DR. TINTO does not warrant glass against breakage after the film has been applied. The application of glass tinting materials applied to glass will result in an increase in the temperature of the glass when exposed to sunlight.
 - 3) Company installers will attempt to use single pieces of film on all areas that is possible to do so. However, it is understood that some surfaces of glass will require piecing together of 2 or more pieces of film, due to compound curves and glass. This is a factory recommended procedure for proper installation.
 - 4) DR. TINTO film will extend the coverage of the film only to the inside moldings. Therefore we shall not be responsible if there are gaps between the inside and outside of the moldings.
 - 5) Rear window defrosters may be damaged if the film is removed for any reason.
 - 6) DR. TINTO film may require a margin of 1/2 inch to 1 inch for purposes of installation, depending upon vehicle.
 - 7) DR. TINTO is not responsible for damage or theft while vehicle is in our possession.
 - 8) All customers agree to pay a \$5.77 shop fee to offset labor taxes and liability costs.
 - 9) The customer agrees that there is an express mechanics lien on the vehicle by DR. TINTO until paid for.
 - 10) Original sales receipt is required for exchange, refund and warranty.
 - 11) If DR. TINTO is forced to take any action for collection of any balance owed by lawsuit or otherwise, customer agrees to pay interest of 1.5% per month on the amount unpaid and any collection cost incurred including reasonable attorney's fees through appeal. The provisions herein set forth shall become part of any independent agreements for payments made between us in connection with work authorized by this order.
 - 12) If DR. TINTO is forced to take action on any balances owed, customer agrees to pay the entire purchase price of the product(s) and/or service(s) listed above and all cost incurred by Dr. Tinto, including but not limited collection agency fees, attorney fees, and court costs if any.
 - 13) All equipment installed by DR. TINTO found to be defective within 30 days of installation will be exchanged for new. After 30 days equipment is subject to manufacturers warranty.

ALL SALES ARE FINAL. May receive store credit at discretion of store owner.

Customer Signature

Date

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